College of Policing | Leadership Standards Performance

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Section 2 – General conditions

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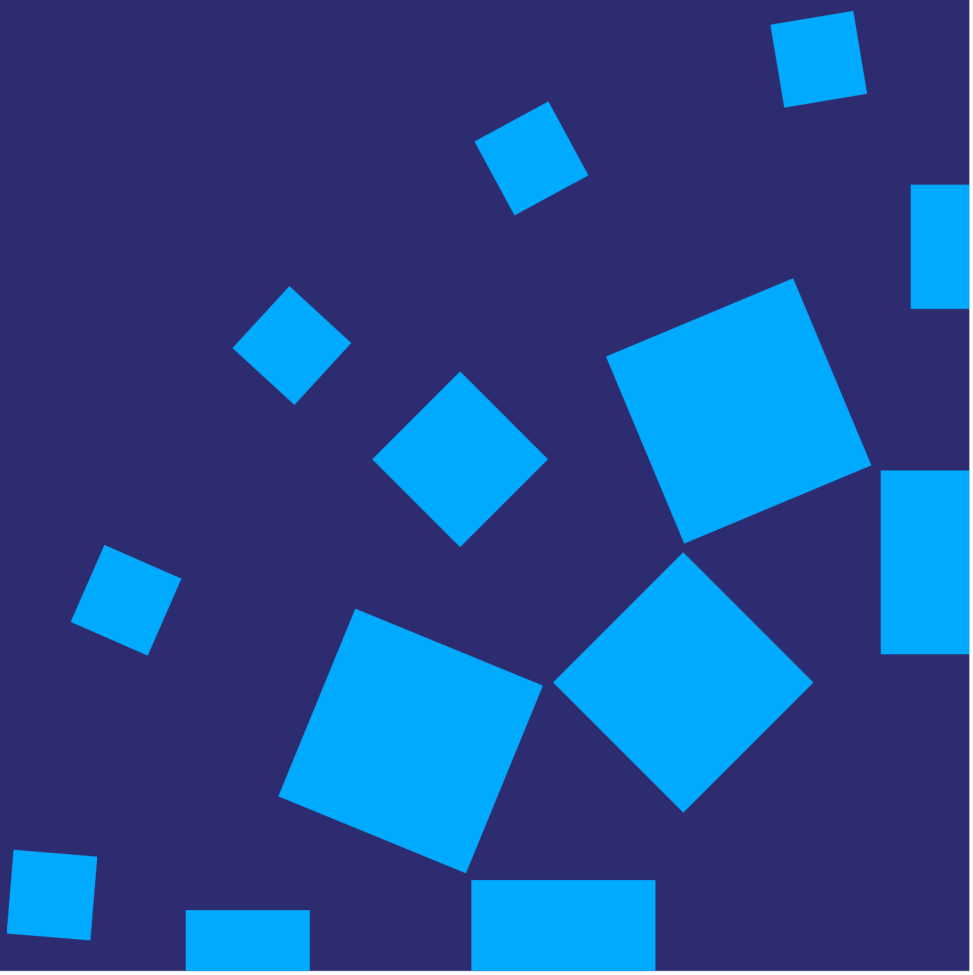

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1. Definitions and interpretation

1.1. The following definitions apply in this Agreement:

Authorised Signatory: a director, Authorised Officer, or otherwise duly authorised employee of a Party with full or duly delegated authority to enter into legally binding agreements on behalf of that Party.

Authorised Officer: the Customer's representative duly authorised to act in the administration of the Agreement and wherever possible, the Authorised Officer shall be the Chief Constable.

Business Day: means a day other than a Saturday, Sunday or public holiday in England and Wales.

College's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the College or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the Parties under which title passes to the Customer.

College's Manager: the College's manager for the Services appointed under clause 3.3.

Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Customer's Manager: the Customer's manager for the Services, appointed in accordance with clause 4.1.

Deliverables: all Documents, products and materials developed by the College or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts) and any other materials which may be specified in Section 4.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIRs: means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Crown Body in relation to such Regulations.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Crown Body in relation to such Act.

GDPR: means The Data Protection Act 2018.

In-put Material: all Documents, information and materials provided by the Customer relating to the Services, including any in-put materials specified which may be specified in Section 4.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Nominated Officer: shall mean an individual nominated by the Authorised Officer, being the Customer's Head of Procurement or a designated senior member of personnel who is responsible for the day-to-day contract management and dealing with the College.

Pre-existing Materials: all Documents, information and materials provided by the College relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications and any pre-existing materials specified which may be specified in Section 4.

Programme Materials: all Documents, information and materials provided by the College relating to the programme of Services provided under this

Agreement which were commissioned, conceptualised, created, generated, performed, delivered or which in any other way materialised whether prior to commencement of this Agreement or in connection with the performance of services under this Agreement, including computer programs, data, reports and specifications and any programme materials specified which may be specified in Section 4.

Prohibited Act:

a. to directly or indirectly offer, promise or give any person working for or engaged by the College a financial or other advantage to:
    i. induce that person to perform improperly a relevant function or activity; or
    ii. reward that person for improper performance of a relevant function or activity; or
b. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; or
c. an offence:
    i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
    ii. under legislation or common law concerning fraudulent acts; or
    iii. defrauding, attempting to defraud or conspiring to defraud the College; or
d. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

Relevant Requirements: all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Request for Information: means a request for information under the FOIA or the EIRs.

Security Requirements: any security requirements the Customer is required to comply with (and to ensure any of staff shall comply with) when using the Services as set out in Section 4.

Services: the services to be provided by the College under this agreement as set out in Section 4 together with any other services which the College provides or agrees to provide to the Customer.

VAT: any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) and any other tax of a similar nature, whether imposed in a member state of the European Union or imposed elsewhere.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

1.5. Words in the singular shall include the plural and vice versa, and unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7. A reference to writing or written includes faxes and (unless explicitly stated otherwise) email.

1.8. Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.9. Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.10. References to clauses and schedules are to the clauses and schedules of this Agreement.

2. Services

2.1. The College shall provide the Services set out in the contract.

2.2. No amendment shall be made to the scope of Services except in accordance with clause 5 and clause 15.

3. College's obligations

3.1. The College shall use reasonable endeavours to manage and provide the Services, and to deliver the Deliverables to the Customer, in accordance with Section 4 in all material respects.

3.2. The College shall use reasonable endeavours to meet any performance dates specified in Section 4, but any such dates shall be estimates only and time for performance by the College shall not be of the essence.

3.3. The College shall appoint the College's Manager who shall have the authority to contractually to bind the College on all matters relating to the Services. The College shall use reasonable endeavours to ensure that the same person acts as the College's Manager throughout the term of this Agreement, but may replace him from time to time where reasonably necessary.

3.4. The College shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and that have been communicated to it under clause 4.1(g), provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

4. Customer's obligations

4.1. The Customer shall:

a. cooperate with the College in all matters relating to the Services

b. appoint an individual to act as the Customer's Manager in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services

c. provide to the College, its agents, subcontractors, consultants and employees in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the College or any of them

d. provide, in a timely manner, such In-put Material and other information as the College may reasonably require, and ensure that all such material is accurate in all material respects

e. have the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent organisation) to enter into and perform this Agreement and shall ensure that this Agreement is executed by a duly Authorised Signatory of the Customer

f. be responsible (at its own cost) for preparing and maintaining the relevant premises used for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any such premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the College of all of the Customer's obligations and actions under this clause 4.1(f)

g. inform the College within ten Business Days prior to the commencement of Services of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises, in the event that the service is provided in the Customer's premises

h. ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements or if applicable, such standards or requirements as may be applicable in the jurisdiction where the Services are to be provided

i. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the College's Equipment, the use of In-put Material and the use of the Customer's Equipment in relation to the College's Equipment, in all cases before the date on which the Services are to start

j. keep, maintain and ensure that the College's Equipment is in good condition, and shall not dispose of or use the College's Equipment for any other purpose other than that which is stipulated in accordance with the College's written instructions or authorisation; and

k. any other relevant obligations as may be set out in Section 4.

4.2. If the College's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the College shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

4.3. The Customer shall be liable to pay to the College, on demand, all reasonable costs, charges or losses sustained or incurred by the College that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to the College confirming such costs, charges and losses to the Customer in writing.

5. Change control

5.1. The Customer's Manager and the College's Manager shall meet whether in person or via secure conferencing facility in accordance with the Agreed Meeting Frequency (as defined in Clause 4 of Section 3) to discuss matters relating to the Services. If either Party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

5.2. If either Party requests a change to the scope or execution of the Services, the College shall, within a reasonable time, provide a written estimate to the Customer of:

a. the likely time required to implement the change

b. any necessary variations to the College's charges arising from the change

c. the likely effect of the change on the Services; and

d. any other impact of the change on this Agreement.

5.3. If the Customer wishes the College to proceed with the change, the College has no obligation to do so unless and until the Parties have agreed the necessary variations to its charges, the Services and any other relevant terms of this agreement to take account of the change and this Agreement has been varied in accordance with clause 15.

5.4. Notwithstanding clause 5.3, the College may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the College requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.

6. Charges and payment

6.1. In consideration of the provision of the Services by the College, the Customer shall pay the charges as set out in Section 5.

6.2. Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in Part 1 of Section 5 as amended from time to time in accordance with clause 6.4. The Customer shall pay the total price to the College (without deduction or set-off) as set out in Part 2 of Section 5. At the end of the period specified in Part 2 of Section 5 the College shall invoice the Customer for the charges payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in clause 6.3.

6.3. Any fixed price contained in Part 1 of Section 5 excludes:

a. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the College engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third Parties and required by

the College for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the College at cost; and

b. VAT, which the College shall add to its invoices at the appropriate rate.

6.4. The Parties agree that the College may review and increase the charges set out in Section 5, provided that such charges cannot be increased more than once in any twelve month period. The College shall give the Customer written notice of any such increase three months before the proposed date of that increase. If such increase is not acceptable to the Customer, it may, within one month of such notice being received or deemed to have been received in accordance with clause 23, terminate the Agreement by giving two months written notice to the College.

6.5. The Customer shall pay each invoice submitted to it by the College, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the College.

6.6. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the College on the due date, the College may:

a. suspend all Services until payment has been made in full.

6.7. All sums payable to the College under this Agreement shall become due immediately on its termination, despite any other provision. This clause 6.7 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

7. Purchase orders and booking confirmation

7.1. Bookings must be requested on the official College booking form. Bookings by telephone or email will not be accepted.

7.2. Bookings will only be confirmed once a purchase order (PO) number has been received.

7.3. No booking will be taken for anything chargeable or free at the point of delivery without a PO or reference information. This should apply even when no charge is levied for attendance but where cancellation fees may apply.

7.4. Customers will be notified of the terms and conditions at the time of booking. The generic booking form includes a link to the College terms and conditions. Signature and electronic submission of the booking form signifies acceptance of the terms and conditions.

8. Billing for cancellations on courses

8.1. All cancellation fee invoices will be raised within one week of the cancellation being notified by the customer. For courses, once it has been decided that a cancellation fee will be applied, the course administrator must arrange for invoicing, quoting a PO number.

9. Cancellation fees and notification periods

9.1. Cancellation fees apply to external customers for all aspects of service delivery.

9.2. Where the cost is zero, the cancellation fee is based on the price charged to non–Home Office forces. Customers must be advised of the cancellation policy and notification periods at the time of booking.

9.3. Notice of cancellation must be given by electronic notification and should state the reason for the cancellation. The College may also ask for evidence to assist in any application to waive the cancellation fee. If the customer advises a cancellation or postponement of 40 or more working days before the planned start date, no cancellation fee will apply.

Working days to the start of the course or exam, event or conference	**Cancellation fee as a percentage of the full price**
39 to 20	25%
19 to 10	50%
9 to 5	75%
Fewer than 5 or on the start date or after	100%
Failure to arrive at, or to complete, a course or exam	100%

10. Intellectual property rights

10.1. As between the Customer and the College, all Intellectual Property Rights and all other rights in the Deliverables, Programme Materials and the Pre-existing Materials shall be owned by the College.

10.2. For the avoidance of doubt, Programme Materials provided to delegates attending training delivered by the College as part of the Deliverables are provided for their personal use and professional development only. The Customer may not use, reproduce, duplicate, adapt or modify, translate, create a derivative, copy, sell, trade, resell, rent, lease, loan, distribute or exploit the Deliverables or Programme Materials for any purpose without first obtaining a written licence from the College.

10.3. The College provides the Deliverables and Programme Materials on an ‘as-is’ basis and makes no representations concerning the Deliverables and Programme Materials whether express, implied or otherwise, including, without limitation, non-infringement. Save to the extent required by applicable law the College will not be liable for any damages arising out of the use or licence of the Deliverables and Programme Materials.

11. Confidentiality and the College’s property

11.1. The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the College, its employees, agents, consultants or subcontractors and any other confidential information concerning the College’s business or its products which the Customer may obtain.

11.2. The Customer may disclose such information:

a. to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer’s obligations under this agreement; and

b. as may be required by law, court order or any governmental or regulatory authority.

11.3. The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 8.

11.4. The Customer shall not use any such information for any purpose other than to perform its obligations under this Agreement.

11.5. All materials, equipment and tools, drawings, specifications and data supplied by the College to the Customer (including Pre-existing Materials and the College's Equipment) shall, at all times, be and remain as between the College and the Customer the exclusive property of the College, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the College, and shall not be disposed of or used other than in accordance with the College's written instructions or authorisation.

12. Limitation of liability

12.1. The College shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

12.2. Subject always to clause 9.3

12.2.1. the aggregate liability of the College in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the charges paid or payable to the College; and

12.2.2. In no event shall either Party be liable to the other Party for any:

a. loss of profits

b. loss of business

c. loss of revenue

d. loss of or damage to goodwill

e. loss of savings (whether anticipated or otherwise); and/or

f. any indirect, special or consequential loss or damage.

12.3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

12.3.1. death or personal injury caused by its negligence or that of its staff

12.3.2. fraud or fraudulent misrepresentation by it or that of its staff

12.3.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

12.3.4. any other matter which, by law, may not be excluded or limited.

13. Freedom of information and transparency

13.1. The Customer acknowledges that the College is subject to the requirements of the FOIA and the EIRs. The Customer shall:

a. provide all necessary assistance and cooperation as reasonably requested by the College to enable the College to comply with its obligations under the FOIA and EIRs

b. transfer to the College all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two working days of receipt

c. provide the College with a copy of all information belonging to the College requested in the Request for Information which is in its possession or control in the form that the College requires within five working days (or such other period as the College may reasonably specify) of the College's request for such information; and

d. not respond directly to a Request for Information unless authorised in writing to do so by the College.

13.2. The Customer acknowledges that the College may be required under the FOIA and EIRs to disclose information (including commercially sensitive

information) without consulting or obtaining consent from the Customer. The College shall take reasonable steps to notify the Customer of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the College shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

13.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not confidential.

13.4. Notwithstanding any other provision of this Agreement, the Customer hereby consents to the College publishing to the general public this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Agreement agreed from time to time.

13.5. The Customer shall assist and cooperate with the College to enable the College to publish this Agreement.

14. Termination

14.1. Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Agreement without liability to the other immediately on giving notice to the other if:

a. the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than twenty-eight days after being notified in writing to make such payment; or

b. the other Party commits a material breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty days of that Party being notified in writing of the breach; or

c. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

d. a resolution is passed or an order is made for the winding up of a Party (otherwise than for the purpose of solvent amalgamation or reconstruction) or a Party becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of a Party's property or equipment

e. the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or any part of its business that is involved in provision or use of the Services; or

f. if there is a change of control (as defined in section 574 of the Capital Allowances Act 2001) of a Party to which the other Party reasonably objects; or

g. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(a) to clause 11.1(f) (inclusive).

14.2. The Parties acknowledge and agree that any breach of clauses 4 (Customer's Obligations), 6 (Charges and Payment), 7 (Intellectual Property Rights), 8 (Confidentiality and the College's Property), 10 (Freedom of Information Act, 11 (Termination), and 14 (Prevention of Fraud and Bribery) shall constitute a material breach for the purposes of this clause 11.

14.3. The Customer may terminate this Agreement at any time prior to the commencement of the Services by giving written notice and paying the relevant cancellation fee (as set out in part 3 of Section 5) to the College.

14.4. The College shall have the right to terminate this Agreement in whole or in part at any time by giving the Customer at least 30 (thirty) days' written notice (or such other period as may be stated in part 3 of Section 5).

14.5. If the College notifies the Customer in less than the period as set out in clause 11.4, then subject to clauses 4.2, 4.3 (Customer's Obligations) the College shall indemnify the Customer against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Customer, subject to:

a. the Customer taking all reasonable steps to mitigate such loss; and

b. the Customer submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Customer as a result of the termination of the Agreement or relevant part thereof.

14.6. Notwithstanding the provisions of clause 11.5, the amount payable under any indemnity agreed shall in no event exceed the limits specified in clause 9 (Limitation of Liability).

14.7. On termination of this Agreement for any reason:

a. the Customer shall immediately pay to the College all of the College's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the College may submit an invoice, which shall be payable immediately on receipt

b. the Customer shall, within a reasonable time, return all of the College's Equipment, Preexisting Materials and Deliverables. If the Customer fails to do so, then the College may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping

c. the accrued rights, remedies, obligations and liabilities of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and

d. clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 7 (Intellectual property rights), clause 8 (Confidentiality and the College's property), clause 9 (Limitation of liability), clause 10 (Freedom of Information and Transparency), clause 11.3, clause 23 (Notices), clause

14 (Prevention of Fraud and Bribery), clause 24 (Dispute resolution), and clause 25 (Governing law and jurisdiction).

15. Data Protection Act 2018 (GDPR)

15.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12.1 is in addition to and does not relieve, remove or replace a party's obligation under the Data Protection Legislation.

15.2. Where the College is providing a service and requires personal information from the customer the parties acknowledge that the College will be the Data Processor and the Customer the Data Controller. The College will only act on the request of the Customer where the processing of personal data is concerned.

15.3. Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all the necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to the College for the duration and purposes of this agreement.

15.4. The College will ensure that for any personal data that is provided from the Customer, the data will be processed with appropriate technical and organisational measures and protected from unauthorised use.

15.5. The College will only use any personal information provided by the Customer for the instructed purpose and will not share with any other third parties unless required to by the law.

15.6. The College will notify the Customer without undue delay on becoming aware of a Personal Data breach.

15.7. At the written direction of the Customer the College will delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data.

16. Force majeure

16.1. A Party, provided that it has complied with the provisions of clause 13.3, shall not be in breach of this Agreement, nor liable for any failure or delay in

performance of any obligations under this Agreement (and, subject to clause 13.4, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control **('Force Majeure Events')**, including but not limited to any of the following:

a. acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster
b. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions
c. terrorist attack, civil war, civil commotion or riots
d. nuclear, chemical or biological contamination or sonic boom; and
e. compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law).

16.2. The corresponding obligations of the other Party will be suspended to the same extent.

16.3. Any Party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

a. it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance
b. it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
c. it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

16.4. If the Force Majeure Event prevails for a continuous period of more than three months, either Party may terminate this Agreement by giving thirty days' written notice to all the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the

rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

17. Prevention of fraud and bribery

17.1. The Customer represents and warrants that neither it, nor to the best of its knowledge any of its staff, have at any time prior to the date of this Agreement:

a. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

b. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

17.2. The Customer shall not, and shall procure that its staff shall not, during the term of this Agreement:

a. commit a Prohibited Act; and/or

b. do or suffer anything to be done which would cause the College or any of the College's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

17.3. The Customer shall immediately notify the College in writing if it becomes aware of any breach of clause 14.1 and/or 14.2, or has reason to believe that it has or any of its staff have:

a. been subject to an investigation or prosecution which relates to an alleged Prohibited Act

b. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

c. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

17.4. If the Customer makes a notification to the College pursuant to clause 14.3, the Customer shall respond promptly to the College's enquiries, cooperate with any investigation, and allow the College to audit any books, records and/or any other relevant documentation.

17.5. If the Customer breaches clauses 14.1 and/or 14.2, the College may by notice immediately terminate this Agreement.

17.6. Any notice served by the College under clause 14.5 shall specify the nature of the Prohibited Act, the identity of the Party who the College believes has committed the Prohibited Act and the action that the College has elected to take (including, where relevant, the date on which this Agreement will terminate).

18. Variation

18.1. Subject to clause 3 and clause 5, no variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing in the form set out in Section 6 and signed by an Authorised Signatory of each of the Parties.

19. Waiver

19.1. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

19.2. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

20. Cumulative remedies

20.1. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

21. Severance

21.1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

21.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

22. Entire agreement

22.1. This Agreement and any documents annexed to it and constitute the entire agreement between the Parties relating to the subject matter and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

22.2. Each Party acknowledges that, in entering into this Agreement and the documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents.. Each Party agrees that its only liability in respect of those representations and

warranties that are set out in this Agreement or those documents (whether made innocently or negligently) shall be for breach of contract.

22.3. Nothing in this clause 19 shall limit or exclude any liability for fraud.

23. Assignment

23.1. The Customer shall not, without the prior written consent of the College, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.

23.2. The College may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.

23.3. Each Party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

24. No partnership or agency

24.1. Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. Rights of third parties

25.1. A person who is not a Party to this Agreement shall not have any rights under or in connection with it.

26. Notices

26.1. A notice given to a Party under or in connection with this Agreement:

a. shall be in writing in English (or accompanied by a properly prepared translation into English)

b. shall be signed by or on behalf of the Party giving it

c. shall be sent for the attention of the person, at the address, fax number or email address specified in this clause (or to such other address, fax number, email address or person as that Party may notify to the other, in accordance with the provisions of this clause); and

d. shall be:

i. delivered personally; or

ii. sent by commercial courier; or

iii. sent by fax; or

iv. sent by email; or

v. sent by pre-paid first-class post or recorded delivery; or

vi. sent by airmail requiring signature on delivery.

26.2. The addresses for service of a notice are set out in Clause 5 of Section 3.

26.3. If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

a. if delivered personally, at the time of delivery; or

b. if delivered by commercial courier, at the time of signature of the courier's receipt; or

c. if sent by fax, at the time of transmission; or

d. if by email, within two days after transmission, or

e. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or

f. if sent by airmail, five days from the date of posting.

26.4. For the purposes of this clause 23:

a. all times are to be read as local time in the place of deemed receipt; and

b. if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

26.5. To prove delivery, it is sufficient to prove that:

a. if sent by fax, the notice was transmitted by fax to the fax number of the Party; or

b. if by email, the notice was transmitted by email to the email address of the Party without receipt of an error message in respect of the notice sent, or

c. if sent by pre-paid first class post, the envelope containing the notice was properly addressed and posted.

26.6. The provisions of this clause 23 shall not apply to the service of any process in any legal action or proceedings.

27. Dispute resolution

27.1. If any dispute arises in connection with this agreement, the College's Manager and the Customer's Manager shall, within thirty days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.

27.2. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation, a Party must give notice in writing (ADR notice) to the other Party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than thirty days after the date of the ADR notice.

27.3. No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

28. Governing law and jurisdiction

28.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims), shall be governed by, and construed in accordance with, the law of England and Wales.

28.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement comes into effect on the agreed start date as set out in Section 1, subject to the provisions of Clause 2 thereof.

About the College

We're the professional body for the police service in England and Wales.

Working together with everyone in policing, we share the skills and knowledge officers and staff need to prevent crime and keep people safe.

We set the standards in policing to build and preserve public trust and we help those in policing develop the expertise needed to meet the demands of today and prepare for the challenges of the future.

college.police.uk